

FILED

NOV 28 2005

Phil Lombardi, Clerk
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

RAY HULL and KAREN K. HULL,)
)
 Plaintiffs,)
)
 v.)
 NEXTEL WIP LEASE CORP., and)
 NEXTEL PARTNERS OPERATING CORP.,)
)
 Defendants.)
)

05CV 671 JHP-PJC

Case No. _____

COMPLAINT

Ray Hull and Karen K. Hull (Plaintiffs) submit their complaint against Nextel WIP Lease Corp. (hereinafter "Lease Corp") and Nextel Partners Operating Corp. (hereinafter "Nextel Partners"), (collectively referred to as "Defendants") as follows:

I. Parties, Jurisdiction and Venue

1. Plaintiffs are natural persons and citizens of the State of Oklahoma.
2. Defendant Lease Corp is a corporation incorporated under the laws of the State of Delaware and having its principal place of business in a State other than the State of Oklahoma. It may be served with summons at the following address:

Nextel WIP Lease Corp.
c/o Corporation Service Company
2711 Centerville Road
Suite 400

3. Defendant Nextel Partners is a corporation incorporated under the laws of the State of Delaware and having its principal place of business in a State other than the State of Oklahoma. It may be served with summons at the following address:

forms
fees pd
noted

Nextel Partners Operating Corp.
c/o Corporation Service Company
2711 Centerville Road
Suite 400

4. The amount here in controversy exceeds, exclusive of interest and costs, \$75,000, the sum specified by 28 U.S.C. § 1332.

II. Background Facts; Venue

5. Lease Corp is a corporation systematically engaged in the business of leasing tower sites for digital wireless communication services in various of the United States, including the State of Nebraska.

6. Nextel Partners is a partner with Nextel Communications, Inc., a Fortune 200 Company, and has the exclusive right to provide digital wireless communications services using the Nextel brand name in 30 states. Nextel Partners' licensed territories include areas of the Northern District of Oklahoma. Nextel Partners has two Nextel direct retail locations and over fifty "Nextel authorized dealerships" in the State of Oklahoma. Nextel Partners activities in the Northern District of Oklahoma are continuous and systematic.

III. Background Facts; Injury Incident

7. The occurrence which is the subject of this lawsuit took place at the Nextel Tower site, North of Cnty Rd Y on Cnty Rd 14, Cedar Bluffs, NE 68015.

8. At the time of the occurrence which is the subject of this lawsuit, Plaintiff was an employee of Innovative Wireless Construction ("IWC").

9. IWC was a subcontractor for Baran Telecom, Inc. ("Baran")

10. Baran was a subcontractor for Wireless Solutions, LLC.

11. Wireless Solutions, LLC, was the general contractor for the owners of the site of the occurrence, Nextel Partners and Lease Corp.

12. On November 25, 2003, Plaintiff fell 240 feet when the cable holding the gin pole to which he was attached broke and the pole fell. Plaintiff fell with the gin pole until it impacted the ground. The body harness and lanyard Plaintiff wore broke from the impact and Plaintiff fell the remaining 40 feet to the ground.

13. Without limiting a general allegation of negligence on the part of Defendants, Plaintiffs specifically allege that, Nextel Partners and Lease Corp were negligent by failing to provide a safe place to work, and failing to ensure that IWC and its employees used adequate safety precautions in light of the peculiar risks of physical harm involved in tower erection.

14. Without limiting a general allegation of negligence on the part of Defendants, Plaintiff specifically alleges that Nextel Partners and Lease Corp, as the owners in possession and control of the premises, negligently performed their non-delegable duty to protect Plaintiff Ray Hull from injury while working on the premises.

15. Without limiting a general allegation of negligence on the part of Defendants, Plaintiff specifically allege that Nextel Partners, acting as a general contractor, and its subcontractor and agents and Wireless Solutions, LLC, and Baran, as general contractors, failed to prevent safety standard violations which they could reasonably been expected to prevent or abate by reason of their supervisory capacity.

Count I

16. Plaintiff Ray Hull states and re-alleges Paragraphs 1 - 15 hereinabove as though completely set forth herein.

17. As a result of Defendants' negligence, Plaintiff Ray Hull suffered serious bodily injury.

18. As a result of Defendants' negligence, Plaintiff Ray Hull has sustained damages for medical expenses, permanent disability, lost wages, and other losses which exceed \$75,000.

WHEREFORE, the Plaintiff Ray Hull, prays for judgment against the Defendants, and each of them, for a sum in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for damages sustained as the result of Defendants' negligence, for punitive damages, attorney fees, and for costs and such other relief as the Court may deem fitting.

Count II

19. Plaintiffs re-state and re-allege Paragraphs numbered 1 - 18 as though completely set forth. Plaintiffs Ray Hull and Karen K. Hull are, and at all relevant times have been, husband and wife.

20. As a result of the injuries suffered by Plaintiff Ray Hull, Plaintiff Karen K. Hull has suffered loss of consortium, support and comfort.

WHEREFORE, Plaintiff Karen K. Hull prays for judgment against the Defendants, and each of them, for a sum in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) for damages sustained as the result of Defendants' negligence, for punitive damages, attorney fees, and for costs and such other relief as the Court may deem fitting.

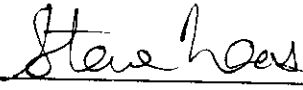
DATED this 23rd day of November, 2005.

**JURY TRIAL DEMANDED
ATTORNEY'S LIEN CLAIMED**

Respectfully submitted,

LOGAN & LOWRY, LLP
101 South Wilson Street
P. O. Box 558
Vinita, OK 74301-0558
(918) 256-7511

Attorneys for Plaintiffs
Ray Hull and Karen K. Hull

By: 
Thomas J. McGeady, O.B.A. #5984
Donna L. Smith, O.B.A. #12865
J. Stephen Neas, O.B.A. #19896